

EXHIBIT C

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13 Attorneys for Plaintiff,
14 SIX4THREE, LLC, a Delaware
limited liability company
15

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF SAN MATEO
18

19 SIX4THREE, LLC, a Delaware limited
liability company,

20 Plaintiff,
21

22 v.

23 FACEBOOK, INC., a Delaware
corporation and DOES 1-50, inclusive,

24 Defendant.
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Case No. CIV533328

**PLAINTIFF SIX4THREE LLC'S
RESPONSE TO DEFENDANT
FACEBOOK, INC.'S SPECIALLY
PREPARED INTERROGATORIES (SET
TWO)**

PROPOUNDING PARTY: DEFENDANT FACEBOOK, INC.

RESPONDING PARTY: PLAINTIFF SIX4THREE LLC

SET: ONE

Plaintiff Six4Three, LLC ("643") hereby objects and responds as follows to the Specially Prepared Interrogatories (Set One) ("Special Interrogatories") propounded by Defendant Facebook, Inc. ("Defendant").

PLAINTIFF'S GENERAL OBJECTIONS

Each and every Special Interrogatory is subject to the General Objections and limitations set forth herein ("General Objections"), in addition to the specific objections and limitations set forth in the respective responses. The General Objections and limitations form part of the Response to each Special Interrogatory and are set forth to avoid duplication for each response. 643 makes the following General Objections to each Special Interrogatory:

1. Responding Party objects to the Special Interrogatories to the extent they are unduly burdensome and oppressive in the context of this action.

2. Responding Party objects to these Special Interrogatories insofar as they seek communications protected by the Stored Communications Act, 18 U.S.C. §§ 2701, *et seq.*, ("SCA"), which prohibits service providers from disclosing electronic communication content stored on a remote computing service.

3. Responding Party objects to these Special Interrogatories to the extent they seek information subject to the SCA pertaining to Users.

4. Responding Party objects to these Special Interrogatories to the extent they seek information 643 is legally or contractually prohibited from disclosing, including information that would require Responding Party to breach a confidentiality contract, protective order, settlement, or other duty to a third party to maintain confidentiality.

5. Responding Party objects to these Special Interrogatories to the extent they are unduly burdensome and oppressive in the context of this action.

6. Responding Party objects to these Special Interrogatories to the extent they are covered by the attorney-client privilege, settlement privilege, work-product doctrine, or other

1 applicable privilege. Any such documents will not be provided in response to these requests for
2 production and any inadvertent production shall not be deemed a waiver of any privilege with
3 respect to such documents or of any work-product protections attaching to such documents.

4 7. Responding Party objects to these Special Interrogatories to the extent they require
5 disclosure of documents containing proprietary or confidential information, trade secrets, or
6 information that may implicate third-party privacy rights.

7 8. Responding Party objects to these Special Interrogatories to the extent they are
8 vague, ambiguous, unintelligible, overly broad, or harassing.

9 9. Responding Party objects to these Special Interrogatories to the extent they seek
10 documents not relevant to the subject matter of this action or reasonably calculated to lead to the
11 discovery of admissible evidence.

12 10. Responding Party objects to these Special Interrogatories to the extent they seek
13 information not within the possession, custody or control of Responding Party. An objection on
14 this ground does not constitute a representation or admission that such documents exist.

15 11. Responding Party objects to these Special Interrogatories insofar as they seek
16 information already in Propounding Party's possession, custody or control, or that can be
17 obtained by Propounding Party with equal burden or directly from Users.

18 12. Responding Party objects to these Special Interrogatories to the extent they attempt
19 to impose obligations beyond those required or allowed by the California Code of Civil
20 Procedure.

21 13. Responding Party objects to the definitions of "Documents" and
22 "Communications" to the extent they impose any obligations with respect to the production of
23 electronically stored information that are different from or in addition to those imposed by the
24 California Code of Civil Procedure. Responding Party further objects to these definitions to the
25 extent they include electronically stored information that is not reasonably accessible due to
26 undue burden or expense, obtainable from another source that is less burdensome, and/or
27 unreasonably cumulative or duplicative, or where the likely burden or expense outweighs the
28 likely benefit.

14. Responding Party objects to the definitions of “643,” “Plaintiff,” “You,” and “Your” on the grounds that they are overbroad and call for information covered by the attorney-client and work product privileges.

15. Responding Party’s responses are based solely upon information presently available and specifically known to Responding Party. As such, Responding Party’s responses are made without prejudice to its right subsequently to add, modify or otherwise change or amend these responses. Responding Party reserves the right to change any of its objections or responses as new information is discovered. Specifically, Responding Party reserves the right to introduce other information or documents, use information that it may later determine to have been responsive to these requests, and revise, correct, supplement or clarify any of its written responses at any time.

These General Objections are incorporated into each and every objection to Propounding Party’s specific requests for production. All responses are subject to, preserve and do not constitute a waiver of these General Objections.

OBJECTIONS AND RESPONSES TO SPECIAL INTERROGATORIES

SPECIAL INTERROGATORY NO. 33:

State ALL antitrust laws that YOU contend Facebook’s conduct threatens an incipient violation of, or violates the policy or spirit of.

RESPONSE TO SPECIAL INTERROGATORY NO. 33:

Responding Party incorporates each of the General Objections and further objects to this demand to the extent that it: (1) is vague and ambiguous; (2) is overly broad and unduly burdensome in seeking “ALL laws”; (3) calls for information covered by the attorney-client privilege and work product privileges; (4) seeks information not relevant to the subject matter of this litigation and not reasonably calculated to lead to the discovery of admissible evidence; and (5) seeks information equally available to Defendant.

Subject to and without waiving the foregoing objections, Responding Party responds that its analysis, investigation and discovery are ongoing and it does not intend to limit evidence at

1 trial to matters stated herein. Facebook's conduct repeatedly violates Business and Professions
2 Code § 17200 et seq. by engaging in: (1) unlawful business acts or practices; (2) unfair business
3 acts or practices; (3) fraudulent business acts or practices; (4) unfair, deceptive, untrue or
4 misleading advertising; and (5) business acts or practices prohibited by §§ 17500-17577.5.
5 Further, Facebook's conduct repeatedly violates Business and Professions Code §§ 17500 et seq.,
6 which prohibits advertising goods or services that Facebook knew or should have known were
7 likely to deceive. Facebook's conduct also repeatedly violates California's Consumer Legal
8 Remedies Act (Cal. Civ. Code §§ 1750 et seq.) protecting consumers against unfair and deceptive
9 business practices (Cal. Civ. Code § 1760) and various violations of Cal. Civ. Code § 1770.
10 Finally, Facebook's conduct repeatedly violates Business and Professions Code §§ 16600 et seq.
11 prohibiting contracts that restrain engagement in a lawful profession, trade or business of any
12 kind.

13 Facebook's conduct also violates Section 5 of the Federal Trade Commission Act (15
14 U.S.C. § 45) prohibiting unfair methods of competition in or affecting commerce and unfair or
15 deceptive practices in or affecting commerce. Facebook's conduct further violates Section 1 of
16 the Sherman Act prohibiting contracts in restraint of trade or commerce. Facebook's conduct
17 further repeatedly violates Section 2 of the Sherman Act prohibiting the monopolization or
18 attempt to monopolize any part of the trade or commerce among states. Facebook's conduct
19 further repeatedly violates Section 2 of the Clayton Act, the Robinson-Patman Price
20 Discrimination Act, prohibiting discrimination of price between different purchasers where the
21 effect is to lessen competition or tend to create a monopoly. Facebook's conduct further
22 repeatedly violates Section 3 of the Clayton Act prohibiting agreements that require avoidance of
23 services or goods from competitors that tend to create a monopoly or lessen competition.
24 Facebook's conduct further repeatedly violates the Cartwright Act, Business and Professions
25 Code §§ 16720 et seq., prohibiting trusts or actions in concert in restraint of trade or commerce.
26 Facebook's violations further include numerous per se violations resulting from tying agreements
27 with a host of third parties.
28

1 Finally, Facebook's conduct violates numerous other state laws that are accessible via
 2 Business and Professions Code §§ 17200 et seq., including but not limited to New York General
 3 Business Law §§ 349 et seq. prohibiting deceptive acts or practices in conduct of any business,
 4 trade or commerce or in the furnishing of any service. Facebook's conduct further violates
 5 Business and Professions Code § 17200 et seq. by reason of its tortious conduct, including but not
 6 limited to constructive fraud, negligent misrepresentation of material fact, intentional interference
 7 with contract and intentional interference with prospective business relations.

8 **SPECIAL INTERROGATORY NO. 34:**

9 State ALL laws that YOU contend Facebook's conduct violates RELATED TO YOUR
 10 claim for violation of Business and Professions Code § 17200 et seq.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 34:**

12 Responding Party incorporates each of the General Objections and further objects to this
 13 demand to the extent that it: (1) is vague and ambiguous; (2) is overly broad and unduly
 14 burdensome in seeking "ALL laws"; (3) calls for information covered by the attorney-client
 15 privilege and work product privileges; (4) seeks information not relevant to the subject matter of
 16 this litigation and not reasonably calculated to lead to the discovery of admissible evidence; and
 17 (5) seeks information equally available to Defendant.

18 Subject to and without waiving the foregoing objections, Responding Party responds that
 19 its analysis, investigation and discovery are ongoing and it does not intend to limit evidence at
 20 trial to matters stated herein. Facebook's conduct repeatedly violates Business and Professions
 21 Code § 17200 et seq. by engaging in: (1) unlawful business acts or practices; (2) unfair business
 22 acts or practices; (3) fraudulent business acts or practices; (4) unfair, deceptive, untrue or
 23 misleading advertising; and (5) business acts or practices prohibited by §§ 17500-17577.5.
 24 Further, Facebook's conduct repeatedly violates Business and Professions Code §§ 17500 et seq.,
 25 which prohibits advertising goods or services that Facebook knew or should have known were
 26 likely to deceive. Facebook's conduct also repeatedly violates California's Consumer Legal
 27 Remedies Act (Cal. Civ. Code §§ 1750 et seq.) protecting consumers against unfair and deceptive
 28 business practices (Cal. Civ. Code § 1760) and various violations of Cal. Civ. Code § 1770.

1 Finally, Facebook's conduct repeatedly violates Business and Professions Code §§ 16600 et seq.
2 prohibiting contracts that restrain engagement in a lawful profession, trade or business of any
3 kind.

4 Facebook's conduct also violates Section 5 of the Federal Trade Commission Act (15
5 U.S.C. § 45) prohibiting unfair methods of competition in or affecting commerce and unfair or
6 deceptive practices in or affecting commerce. Facebook's conduct further violates Section 1 of
7 the Sherman Act prohibiting contracts in restraint of trade or commerce. Facebook's conduct
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9 attempt to monopolize any part of the trade or commerce among states. Facebook's conduct
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11 Discrimination Act, prohibiting discrimination of price between different purchasers where the
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14 services or goods from competitors that tend to create a monopoly or lessen competition.
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16 Code §§ 16720 et seq., prohibiting trusts or actions in concert in restraint of trade or commerce.
17 Facebook's violations further include numerous per se violations resulting from tying agreements
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20 Business and Professions Code §§ 17200 et seq., including but not limited to New York General
21 Business Law §§ 349 et seq. prohibiting deceptive acts or practices in conduct of any business,
22 trade or commerce or in the furnishing of any service. Facebook's conduct further violates
23 Business and Professions Code § 17200 et seq. by reason of its tortious conduct, including but not
24 limited to constructive fraud, negligent misrepresentation of material fact, intentional interference
25 with contract and intentional interference with prospective business relations.
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1
2 DATED: January 11, 2017

CRITERION LAW

3 BIRNBAUM & GODKIN

4
5 By:


Basil P. Fthenakis

David S. Godkin (admitted *pro hac vice*)

6 James E. Kruzer (admitted *pro hac vice*)

7 Attorneys for Plaintiff

Six4Three, LLC

PROOF OF SERVICE

I, James E. Kruzer, declare:

I am a citizen of the United States and employed in Suffolk County, Massachusetts. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 280 Summer Street, Boston, MA 02210. On January 12, 2017, I served a copy of the within document(s):

PLAINTIFF SIX4THREE LLC'S RESPONSE TO DEFENDANT FACEBOOK, INC.'S
SPECIALLY PREPARED INTERROGATORIES (SET TWO)



By electronically mailing a true and correct copy through Birnbaum & Godkin, LLP's electronic mail system to the email addresses set forth below.

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Attorney for Defendant
FACEBOOK, INC.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed January 12, 2017, at Boston, Massachusetts.



James E. Kruzer

VERIFICATION

I, Ted Kramer, as a certified representative of Plaintiff Six4Three LLC ("643"), certify and declare under penalty of perjury under the laws of the state of California that I have read and reviewed 643's Answers to Facebook's Second Set of Specially Prepared Interrogatories; and believe them to be true and accurate based on the information available to 643 at the present time.

Executed January 11, 2017, at San Francisco, California.

A handwritten signature in black ink, appearing to be 'TK' followed by a stylized surname, written over a horizontal line.

By: Ted Kramer